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August 15, 2005

## VIA OVERNIGHT MAIL AND ECFS

JANICE L. KOPEC

Ms. Marlene H. Dortch Secretary Federal Communications Commission 9300 East Hampton Drive Capitol Heights, MD 20743

Re: KLFY(TV), Lafayette, LA

MB Docket No. 03-15

Form 383 File No: BFRCCT-20050815AAL

Channel Election Conflict Resolution and Interference Agreement

### Dear Ms. Dortch:

On behalf of KLFY, L.P. ("KLFY"), licensee of Digital Television Station KLFY-DT, Lafayette, Louisiana, and pursuant to the Commission's August 2, 2005, Public Notice, DA 05-2233, this letter shall serve as a supplement to the above-captioned FCC Form 383.

By letters dated June 7, 2005, the Media Bureau notified KLFY and WAFB License Subsidiary, LLC ("WAFB"), the licensee of WAFB(TV), Baton Rouge, Louisiana, that each station's pending election to operate its DTV facility on its assigned analog channel would result in impermissible interference to the other station. Specifically, KLFY's channel election is predicted to cause 3.4% interference to WAFB, and WAFB's channel election is predicted to cause 8.8% interference to KLFY.

KLFY and WAFB have entered into a negotiated interference agreement. However, the undersigned was recently advised that WAFB intends to modify its facility so as to reduce the predicted interference to

Ms. Marlene H. Dortch August 15, 2005 Page 2

KFLY. With WAFB's modified facility, the need for KLFY's and WAFB's negotiated interference agreement may be moot.

However, out of an abundance of caution and to the extent WAFB is still predicted to receive impermissible interference from KLFY following WAFB's facility modification, submitted herewith is KLFY's and WAFB's negotiated interference agreement, pursuant to which KLFY has agreed to accept up to 8.8 percent interference on its post-transition Channel 10 digital facility from the post-transition Channel 9 digital operation of WAFB, and WAFB has agreed to accept up to 3.4 percent interference on its post-transition Channel 9 digital facility from the post-transition Channel 10 operation of KLFY.

Also submitted herewith is a public interest showing prepared by KLFY's consulting engineer. As further set forth in the engineering statement, KLFY's and WAFB's negotiated interference agreement, if necessary, is consistent with the public interest for the following reasons: (1) KLFY's DTV allotment is out-of-core; (2) WAFB's election would permit it to employ the transmitting facilities associated with its long-established NTSC Channel 9 operation; (3) the predicted interference to both stations is outside of each station's respective DMA; (4) at least 6 television stations will provide service to all of the area where KLFY would receive interference; (5) at least 9 television stations will provide service to all of the area where WAFB would receive interference; (6) even with interference from WAFB, KLFY's channel election would result in a service population increase of 20.6 percent over its present analog facility population; and (7) even with interference from KLFY, WAFB's channel election would result in a service population increase of 23.1 percent over its present DTV facility population.

To the extent WAFB's facility modification results in predicted interference from KLFY to WAFB in excess of the 3.4 percent interference consented to in the attached agreement, KLFY submits that WAFB has consented to such excess by virtue of its filing the modification. See Second Periodic Review, Report and Order, MB Docket No. 03-15, FCC 04-129 (2004), ¶ 55.

If any questions should arise during the course of your consideration of this request, it is respectfully requested that you communicate with this office.

Sincerely,

BROOKS, PIERCE, McLENDON, HUMPHREY & LEONARD, L.L.P.

Coe W. Ramsey

Counsel to KLFY, L.P.

Enclosures

cc: Nazifa Sawez, FCC (via regular mail)

form383@fcc.gov

# CHANNEL ELECTION CONFLICT RESOLUTION AND INTERFERENCE AGREEMENT

THIS CHANNEL ELECTION CONFLICT RESOLUTION AND INTERFERENCE AGREEMENT (the "Agreement") is made and entered into this 2nd day of August, 2005, by and between **KLFY**, **L.P.**, the licensee of Television Station KLFY-TV, Lafayette, Louisiana ("KLFY-TV"), and **WAFB LICENSE SUBSIDIARY**, **LLC**, the licensee of Television Station WAFB(TV), Baton Rouge, Louisiana ("WAFB").

KLFY-TV is assigned NTSC Channel 10 and DTV Channel 56 by the Federal Communications Commission (the "FCC"). KLFY-TV has filed with the FCC its pending election to operate its DTV facility on its assigned analog Channel 10 after the DTV transition.

WAFB is assigned NTSC Channel 9 and DTV Channel 46 by the FCC. WAFB has filed with the FCC its pending election to operate its DTV facility on its assigned analog Channel 9 and surrender Channel 46 after the DTV transition.

The FCC has identified that KLFY-TV's desired digital operation on Channel 10 would result in an impermissible amount of predicted interference to WAFB's desired digital operation on Channel 9, i.e., interference exceeding 0.1%. Specifically, interference of 3.4% is predicted.

The FCC has also identified that WAFB's desired digital operation on Channel 9 would result in an impermissible amount of predicted interference to KLFY-TV's desired operation on Channel 10. Specifically, interference of 8.8% is predicted.

KLFY-TV and WAFB must, by no later than August 8, 2005, each file FCC Form 383 with the FCC and propose a resolution to the above-referenced interference conflicts.

KLFY-TV and WAFB have independently evaluated the mutual interference predicted to result from their DTV channel elections.

After evaluating the predicted interference, KLFY-TV and WAFB each desire not to reduce their predicted digital facilities, wish to maintain their current DTV channel elections, and accordingly hereby agree to mutually accept each other's predicted interference up to the amounts stated herein.

Accordingly, KLFY-TV hereby consents to WAFB's election of Channel 9 for digital operation after the DTV transition and agrees to accept interference from WAFB to KLFY-TV's Channel 10 digital operation up to and including the predicted 8.8%; and WAFB hereby consents to KLFY-TV's election of Channel 10 for digital operation after the DTV transition and agrees to accept interference from KLFY-TV to WAFB's Channel 9 digital operation up to and including the predicted 3.4%.

KLFY-TV and WAFB acknowledge that their consents and agreements to mutually accept interference as contained herein will be relied on by the FCC in connection with the FCC's creation of its DTV table of allotments. KLFY-TV's and WAFB's consents contained herein shall be deemed representations to the FCC, and KLFY-TV and WAFB acknowledge that this Agreement may be submitted to the FCC.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

## KLFY, L.P.

By: Young Broadcasting of Louisiana, Inc.,

its General Partner

sy: ~ (Victorice)

Name: Michael H BArras Title: thesident/GM

WAFB LICENSE SUBSIDIARY, LLC

sy: Lebecco 2 Blys

Name: Rebecca S. Bryan Title: Vice President